

UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
JACKSONVILLE DIVISION

UNITED STATES OF AMERICA

v.

CASE NO. 3:06-cr-207-J-33 TEM

JAMES VERNON CROSBY, JR.

PLEA AGREEMENT

A. **Particularized Terms**

Pursuant to Fed. R. Crim. P. 11(c), the United States of America, by Paul I. Perez, United States Attorney for the Middle District of Florida, and the defendant, JAMES VERNON CROSBY, JR., and the attorney for the defendant, Steven Andrews, Esq., mutually agree as follows:

1. **Count(s) Pleading To**

The defendant shall enter a plea of guilty to Count One of the Information. Count One charges the defendant with corruptly accepting, causing to be accepted or agreeing to accept, anything of value from any person, intending to be influenced or rewarded in connection with any business of the Florida Department of Corrections ("FDOC"), involving anything of value of \$5,000.00 or more, during a one year period in which FDOC received in excess of \$10,000.00 in Federal assistance, in violation of Title 18, United States Code, Section 666(a)(1)(B) and Title 18, United States Code, Section

2.

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AF Approval DO For Bkr

2. **Maximum Penalties**

Count One carries a maximum sentence of ten (10) years imprisonment, a fine of \$250,000, or both, a term of supervised release of 3 years, and a special assessment of \$50 per felony count for offenses committed prior to April 24, 1996, \$100 per felony count thereafter; for organizations the amounts are "\$200" and "\$400" respectively, said special assessment to be due on the date of sentencing. With respect to certain offenses, the Court shall order the defendant to make restitution to any victim of the offense(s), and with respect to other offenses, the Court may order the defendant to make restitution to any victim of the offense(s), or to the community, as set forth below.

3. **Elements of the Offense(s)**

The defendant acknowledges understanding the nature and elements of the offense(s) with which defendant has been charged and to which defendant is pleading guilty. The elements of Count One are:

- First: That the defendant was an agent of FDOC, as charged in the Information;
- Second: That FDOC was, between in or about October 2003 through in or about February 2006, a corporation or other legal entity established and subject to control by the State of Florida;
- Third: That during each one year period described above, FDOC received benefits in excess of \$10,000.00 under a Federal program involving some form of Federal assistance;
- Fourth: That from in or about October 2003 through in or about February 2006, the defendant knowingly accepted or agreed to accept a thing of value, that is approximately \$130,000.00, from persons other than FDOC, as charged in the Information;

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Fifth: That by such acceptance or agreement, the defendant intended to be influenced or rewarded in connection with any business, transaction or series of transactions of FDOC, which business, transaction or series of transactions involved something of value of \$5,000.00 or more; and

Six: That in doing so, the defendant acted corruptly.

4. **Indictment Waiver**

Defendant will waive the right to be charged by way of indictment before a federal grand jury.

5. **No Further Charges**

If the Court accepts this plea agreement, the United States Attorney's Office for the Middle District of Florida agrees not to charge defendant with committing any other federal criminal offenses known to the United States Attorney's Office at the time of the execution of this agreement, related to the conduct giving rise to this plea agreement.

6. **Base Offense Level and Specific Offense Characteristics - Joint Recommendation**

Pursuant to Fed. R. Crim. P. 11(c)(1)(B), the United States and the defendant agree to jointly recommend to the Court that the defendant's Chapter Two offense level be calculated at 32 pursuant to USSG §§ 2B1.1(b)(1)(H), 2C1.1(a)(1), 2C1.1(b)(2) and 2C1.1(b)(3). The parties understand that such a joint recommendation is not binding on the Court, and if not accepted by this Court, neither the United States nor the defendant will be allowed to withdraw from the plea agreement, and the defendant will not be allowed to withdraw from the plea of guilty. Notwithstanding the

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joint recommendation embodied in this paragraph, the defendant may present information to the Court in accordance with 18 U.S.C. § 3553(a).

7. **Utilization of the Sentencing Guidelines**

Pursuant to Fed. R. Crim. P. 11(c)(1)(B), the United States will recommend to the Court that the Court determine the defendant's applicable guidelines range and defendant's guidelines sentence, with any applicable departures, pursuant to the United States Sentencing Guidelines.

8. **Acceptance of Responsibility - Three Levels**

At the time of sentencing, and in the event that no adverse information is received suggesting such a recommendation to be unwarranted, the United States will recommend to the Court that the defendant receive a two-level downward adjustment for acceptance of responsibility, pursuant to USSG §3E1.1(a). The defendant understands that this recommendation or request is not binding on the Court, and if not accepted by the Court, the defendant will not be allowed to withdraw from the plea.

Further, at the time of sentencing, if the defendant complies with the provisions of USSG §3E1.1(b), the United States agrees to file a motion pursuant to USSG §3E1.1(b) for a downward adjustment of one additional level. The defendant understands that the determination as to whether the defendant has qualified for a downward adjustment of a third level for acceptance of responsibility rests solely with the United States Attorney for the Middle District of Florida, and the defendant agrees that the defendant cannot and will not challenge that determination, whether by appeal, collateral attack, or otherwise.

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9. **Cooperation - Substantial Assistance to be Considered**

Defendant agrees to cooperate fully with the United States and the State of Florida in the investigation and prosecution of other persons, and to testify, subject to a prosecution for perjury or making a false statement, fully and truthfully before any federal or State of Florida court proceeding or federal or State of Florida grand jury in connection with the charges in this case and other matters, such cooperation to further include a full and complete disclosure of all relevant information, including production of any and all books, papers, documents, and other objects in defendant's possession or control, and to be reasonably available for interviews which the United States or the State of Florida may require. If the cooperation is completed prior to sentencing, the United States agrees to consider whether such cooperation qualifies as "substantial assistance" in accordance with the policy of the United States Attorney for the Middle District of Florida, warranting the filing of a motion at the time of sentencing recommending (1) a downward departure from the applicable guideline range pursuant to USSG §5K1.1, or (2) the imposition of a sentence below a statutory minimum, if any, pursuant to 18 U.S.C. § 3553(e), or (3) both. If the cooperation is completed subsequent to sentencing, the United States agrees to consider whether such cooperation qualifies as "substantial assistance" in accordance with the policy of the United States Attorney for the Middle District of Florida, warranting the filing of a motion for a reduction of sentence within one year of the imposition of sentence pursuant to Fed. R. Crim. P. 35(b). In any case, the defendant understands that the determination as to whether "substantial assistance" has been provided or what type of motion related

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thereto will be filed, if any, rests solely with the United States Attorney for the Middle District of Florida, and the defendant agrees that defendant cannot and will not challenge that determination, whether by appeal, collateral attack, or otherwise.

10. **Cooperation - Responsibilities of Parties**

a. The United States will make known to the Court and other relevant authorities the nature and extent of defendant's cooperation and any other mitigating circumstances indicative of the defendant's rehabilitative intent by assuming the fundamental civic duty of reporting crime. However, the defendant understands that the United States can make no representation that the Court will impose a lesser sentence solely on account of, or in consideration of, such cooperation.

b. It is understood that should the defendant knowingly provide incomplete or untruthful testimony, statements, or information pursuant to this agreement, or should the defendant falsely implicate or incriminate any person, or should the defendant fail to voluntarily and unreservedly disclose and provide full, complete, truthful, and honest knowledge, information, and cooperation regarding any of the matters noted herein, the following conditions shall apply:

(1) The defendant may be prosecuted for any perjury or false declarations, if any, committed while testifying pursuant to this agreement, or for obstruction of justice.

(2) The United States may prosecute the defendant for the charges which are to be dismissed pursuant to this agreement, if any, and may either seek reinstatement of or refile such charges and prosecute the defendant thereon in the event such charges have been dismissed pursuant to this agreement. With regard

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to such charges, if any, which have been dismissed, the defendant, being fully aware of the nature of all such charges now pending in the instant case, and being further aware of defendant's rights, as to all felony charges pending in such cases (those offenses punishable by imprisonment for a term of over one year), to not be held to answer to said felony charges unless on a presentment or indictment of a grand jury, and further being aware that all such felony charges in the instant case have heretofore properly been returned by the indictment of a grand jury, does hereby agree to reinstatement of such charges by recision of any order dismissing them or, alternatively, does hereby waive, in open court, prosecution by indictment and consents that the United States may proceed by information instead of by indictment with regard to any felony charges which may be dismissed in the instant case, pursuant to this plea agreement, and the defendant further agrees to waive the statute of limitations and any speedy trial claims on such charges.

(3) The United States may prosecute the defendant for any offenses set forth herein, if any, the prosecution of which in accordance with this agreement, the United States agrees to forego, and the defendant agrees to waive the statute of limitations and any speedy trial claims as to any such offenses.

(4) The United States may use against the defendant its own admissions and statements and the information and books, papers, documents, and objects that the defendant has furnished in the course of the defendant's cooperation with the United States.

(5) The defendant will not be permitted to withdraw the guilty pleas to those counts to which defendant hereby agrees to plead in the instant case

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but, in that event, defendant will be entitled to the sentencing limitations, if any, set forth in this plea agreement, with regard to those counts to which the defendant has pled; or in the alternative, at the option of the United States, the United States may move the Court to declare this entire plea agreement null and void.

11. **Use of Information - Section 1B1.8**

Pursuant to USSG §1B1.8(a), the United States agrees that no self-incriminating information which the defendant may provide during the course of defendant's cooperation and pursuant to this agreement shall be used in determining the applicable sentencing guideline range, subject to the restrictions and limitations set forth in USSG §1B1.8(b).

12. **Forfeiture of Assets**

The defendant agrees to forfeit to the United States immediately and voluntarily any and all assets and property, or portions thereof, subject to forfeiture, pursuant to 18 U.S.C. § 981(a)(1)(C) and 28 U.S.C. § 2461, whether in the possession or control of the United States or in the possession or control of the defendant or defendant's nominees. The assets to be forfeited specifically include, but are not limited to, the following:

The sum of \$130,000.00 in U.S. currency representing the amount of proceeds obtained as a result of the offense for which the defendant is pleading guilty, and for which the defendant is jointly and severally liable for with co-defendant Allen Clark.

The defendant agrees and consents to the forfeiture of these assets pursuant to any federal criminal, civil, and/or administrative forfeiture action. The

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defendant also hereby agrees that the forfeiture described herein is not excessive and, in any event, the defendant waives any constitutional claims that the defendant may have that the forfeiture constitutes an excessive fine.

The defendant admits and agrees that the conduct described in the Factual Basis below provides a sufficient factual and statutory basis for the forfeiture of property sought by the government. Pursuant to the provisions of Rule 32.2(b)(1), the United States and the defendant request that at the time of accepting this plea agreement, the court make a determination that the government has established the requisite nexus between the property subject to forfeiture and the offense(s) to which defendant is pleading guilty and enter a preliminary order of forfeiture. Pursuant to Rule 32.2(b)(3), the defendant agrees that the preliminary order of forfeiture shall be final as to the defendant at the time it is entered, notwithstanding the requirement that it be made a part of the sentence and be included in the judgment.

The defendant agrees to forfeit all interests in the properties described above and to take whatever steps are necessary to pass clear title to the United States. These steps include, but are not limited to, the surrender of title, the signing of a consent decree of forfeiture, and signing of any other documents necessary to effectuate such transfers.

Defendant further agrees to take all steps necessary to locate property and to pass title to the United States before the defendant's sentencing. To that end, defendant agrees to fully assist the government in the recovery and return to the United States of any assets, or portions thereof, as described above wherever located. The defendant agrees to make a full and complete disclosure of all assets over which

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defendant exercises control and those which are held or controlled by a nominee. The defendant further agrees to be polygraphed on the issue of assets, if it is deemed necessary by the United States.

The defendant agrees that the United States is not limited to forfeiture of the property described above. If the United States determines that property of the defendant identified for forfeiture cannot be located upon the exercise of due diligence; has been transferred or sold to, or deposited with, a third party; has been placed beyond the jurisdiction of the Court; has been substantially diminished in value; or has been commingled with other property which cannot be divided without difficulty; then the United States shall, at its option, be entitled to forfeiture of any other property (substitute assets) of the defendant up to the value of any property described above. This Court shall retain jurisdiction to settle any disputes arising from application of this clause. The defendant agrees that forfeiture of substitute assets as authorized herein shall not be deemed an alteration of the defendant's sentence.

Forfeiture of the defendant's assets shall not be treated as satisfaction of any fine, restitution, cost of imprisonment, or any other penalty this Court may impose upon the defendant in addition to forfeiture.

If defendant fails to remit to the United States the balance due in forfeiture of \$130,000.00 thirty (30) days prior to sentencing, he consents to immediate entry of a personal money judgment as to any shortfall due up to the balance of \$130,000.00 in total forfeiture due to the United States, for which is jointly and severally liable with co-defendant Allen Clark. The defendant agrees that the entry of a personal money judgment in the amount of \$130,000.00 shall not be deemed an alteration of the

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defendant's sentence and shall not be treated as satisfaction of any fine, restitution, cost of imprisonment, or any other penalty this Court may impose upon the defendant in addition to forfeiture. Defendant agrees that forfeiture and any payment of restitution shall not serve as an offset or credit against one or the other.

B. Standard Terms and Conditions

1. Restitution, Special Assessment and Fine

The defendant understands and agrees that the Court, in addition to or in lieu of any other penalty, shall order the defendant to make restitution to any victim of the offense(s), pursuant to 18 U.S.C. § 3663A, for all offenses described in 18 U.S.C. § 3663A(c)(1) (limited to offenses committed on or after April 24, 1996); and the Court may order the defendant to make restitution to any victim of the offense(s), pursuant to 18 U.S.C. § 3663 (limited to offenses committed on or after November 1, 1987) or § 3579, including restitution as to all counts charged, whether or not the defendant enters a plea of guilty to such counts, and whether or not such counts are dismissed pursuant to this agreement. On each count to which a plea of guilty is entered, the Court shall impose a special assessment, to be payable to the Clerk's Office, United States District Court, and due on date of sentencing. The defendant understands that this agreement imposes no limitation as to fine.

2. Supervised Release

The defendant understands that the offense(s) to which the defendant is pleading provide(s) for imposition of a term of supervised release upon release from imprisonment, and that, if the defendant should violate the conditions of release, the defendant would be subject to a further term of imprisonment.

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3. **Sentencing Information**

The United States reserves its right and obligation to report to the Court and the United States Probation Office all information concerning the background, character, and conduct of the defendant, to provide relevant factual information, including the totality of the defendant's criminal activities, if any, not limited to the count(s) to which defendant pleads, to respond to comments made by the defendant or defendant's counsel, and to correct any misstatements or inaccuracies. The United States further reserves its right to make any recommendations it deems appropriate regarding the disposition of this case, subject to any limitations set forth herein, if any.

Pursuant to 18 U.S.C. § 3664(d)(3) and Fed. R. Crim. P. 32(d)(2)(A)(ii), the defendant agrees to complete and submit, upon execution of this plea agreement, an affidavit reflecting the defendant's financial condition. The defendant further agrees, and by the execution of this plea agreement, authorizes the United States Attorney's Office to provide to, and obtain from, the United States Probation Office or any victim named in an order of restitution, or any other source, the financial affidavit, any of the defendant's federal, state, and local tax returns, bank records and any other financial information concerning the defendant, for the purpose of making any recommendations to the Court and for collecting any assessments, fines, restitution, or forfeiture ordered by the Court.

4. **Sentencing Recommendations**

It is understood by the parties that the Court is neither a party to nor bound by this agreement. The Court may accept or reject the agreement, or defer a decision until it has had an opportunity to consider the presentence report prepared by

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the United States Probation Office. The defendant understands and acknowledges that, although the parties are permitted to make recommendations and present arguments to the Court, the sentence will be determined solely by the Court, with the assistance of the United States Probation Office. Defendant further understands and acknowledges that any discussions between defendant or defendant's attorney and the attorney or other agents for the government regarding any recommendations by the government are not binding on the Court and that, should any recommendations be rejected, defendant will not be permitted to withdraw defendant's plea pursuant to this plea agreement. The government expressly reserves the right to support and defend any decision that the Court may make with regard to the defendant's sentence, whether or not such decision is consistent with the government's recommendations contained herein.

5. **Appeal of Sentence-Waiver**

The defendant agrees that this Court has jurisdiction and authority to impose any sentence up to the statutory maximum and expressly waives the right to appeal defendant's sentence or to challenge it collaterally on any ground, including the ground that the Court erred in determining the applicable guidelines range pursuant to the United States Sentencing Guidelines, except (a) the ground that the sentence exceeds the defendant's applicable guidelines range as determined by the Court pursuant to the United States Sentencing Guidelines; (b) the ground that the sentence exceeds the statutory maximum penalty; or (c) the ground that the sentence violates the Eighth Amendment to the Constitution; provided, however, that if the government exercises its right to appeal the sentence imposed, as authorized by Title 18, United

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States Code, Section 3742(b), then the defendant is released from his waiver and may appeal the sentence as authorized by Title 18, United States Code, Section 3742(a).

6. **Middle District of Florida Agreement**

It is further understood that this agreement is limited to the Office of the United States Attorney for the Middle District of Florida and cannot bind other federal, state, or local prosecuting authorities, although this office will bring defendant's cooperation, if any, to the attention of other prosecuting officers or others, if requested.

7. **Filing of Agreement**

This agreement shall be presented to the Court, in open court or in camera, in whole or in part, upon a showing of good cause, and filed in this cause, at the time of defendant's entry of a plea of guilty pursuant hereto.

8. **Voluntariness**

The defendant acknowledges that defendant is entering into this agreement and is pleading guilty freely and voluntarily without reliance upon any discussions between the attorney for the government and the defendant and defendant's attorney and without promise of benefit of any kind (other than the concessions contained herein), and without threats, force, intimidation, or coercion of any kind. The defendant further acknowledges defendant's understanding of the nature of the offense or offenses to which defendant is pleading guilty and the elements thereof, including the penalties provided by law, and defendant's complete satisfaction with the representation and advice received from defendant's undersigned counsel (if any). The defendant also understands that defendant has the right to plead not guilty or to persist in that plea if it has already been made, and that defendant has the right to

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be tried by a jury with the assistance of counsel, the right to confront and cross-examine the witnesses against defendant, the right against compulsory self-incrimination, and the right to compulsory process for the attendance of witnesses to testify in defendant's defense; but, by pleading guilty, defendant waives or gives up those rights and there will be no trial. The defendant further understands that if defendant pleads guilty, the Court may ask defendant questions about the offense or offenses to which defendant pleaded, and if defendant answers those questions under oath, on the record, and in the presence of counsel (if any), defendant's answers may later be used against defendant in a prosecution for perjury or false statement. The defendant also understands that defendant will be adjudicated guilty of the offenses to which defendant has pleaded and, if any of such offenses are felonies, may thereby be deprived of certain rights, such as the right to vote, to hold public office, to serve on a jury, or to have possession of firearms.

9. **Factual Basis**

Defendant is pleading guilty because defendant is in fact guilty. The defendant certifies that defendant does hereby admit that the facts set forth in the attached "Factual Basis," which is incorporated herein by reference, are true, and were this case to go to trial, the United States would be able to prove those specific facts and others beyond a reasonable doubt.

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10. **Entire Agreement**

This plea agreement constitutes the entire agreement between the government and the defendant with respect to the aforementioned guilty plea and no other promises, agreements, or representations exist or have been made to the defendant or defendant's attorney with regard to such guilty plea.

11. **Certification**

The defendant and defendant's counsel certify that this plea agreement has been read in its entirety by (or has been read to) the defendant and that defendant fully understands its terms.

DATED this 27th day of JUNE, 2006.



JAMES VERNON CROSBY, JR.
Defendant




STEVEN ANDREWS, ESQ.
Attorney for Defendant

PAUL I. PEREZ
United States Attorney

By: 

D. J. PASHAYAN
Assistant United States Attorney



JAMES R. KLINDT
First Assistant United States Attorney

Defendant's Initials 

UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
JACKSONVILLE DIVISION

UNITED STATES OF AMERICA

v.

CASE NO. 3:06-cr-207-J-33 TEM

JAMES VERNON CROSBY, JR.

PERSONALIZATION OF ELEMENTS

1. Do you admit that, between in or about October 2003 through in or about February 2006, you were an agent of the Florida Department of Corrections ("FDOC"), that is, you were the Secretary of FDOC?

2. Do you admit that, from in or about October 2003 through in or about February 2006, FDOC was a legal entity established and subject to control by the State of Florida?

3. Do you admit that, during each one year period between in or about October 2003 through in or about February 2006, FDOC received benefits in excess of \$10,000.00 under Federal programs involving various forms of Federal assistance?

4. Do you admit that, from in or about October 2003 through in or about February 2006, in Bradford, Suwanee and Columbia counties, in the Middle District of Florida, you knowingly accepted, caused to be accepted and agreed to accept approximately \$130,000.00 in kickbacks in concert with Allen Clark from an individual who desired to become and eventually became with your help and the help of Allen Clark a subcontractor on the contract between FDOC and Keefe Commissary Network?

5. Do you admit that, by accepting and agreeing to accept such kickbacks,
Defendant's Initials _____

you intended to be influenced or rewarded, and were in fact influenced and rewarded, in connection with the contract between FDOC and Keefe Commissary Network, which was a contract valued at \$5,000.00 or more?

6. Do you admit that, in doing so, you acted corruptly?

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UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
JACKSONVILLE DIVISION

UNITED STATES OF AMERICA

v.

CASE NO. 3:06-cr-207-J-33MCR

JAMES VERNON CROSBY, JR.

FACTUAL BASIS¹

From in or about January 2003 through in or about February 2006, James Vernon Crosby, Jr., was the Secretary of the Florida Department of Corrections ("FDOC"), which is a legal entity and agency of the State of Florida. Prior to being appointed as the Secretary of FDOC, Crosby spent many years serving FDOC in different capacities, ranging from assignments as a classification officer to assignments as a warden and Regional Director. During his career with FDOC, Crosby became close friends with Allen Clark.

Clark also spent many years serving FDOC in different capacities, which included being a FDOC Regional Director, a warden at the Florida State Prison in Starke and a corrections officer. Clark resigned from his position as a FDOC Regional Director in August 2005 as federal and state law enforcement officers investigated the criminal activities of current and former FDOC employees and others. During each one of the years described above, FDOC obtained millions of dollars from the federal

¹ The factual basis is prepared by the United States and does not include all of the facts relevant to the defendant's involvement in the crime to which he is pleading guilty and other illegal activities in which he may have been involved.

government under programs that were and are utilized by FDOC to equip, implement and fund various FDOC programs, activities and operations.

After Crosby became the Secretary of FDOC in January 2003, Crosby and FDOC sought to privatize the operation of its institutional canteens throughout the State of Florida, which included FDOC facilities in the Middle District of Florida. Prior to October 2003, FDOC's institutional canteens were areas within the prisons that were operated by FDOC employees and were stocked with foodstuffs and other items that inmates could purchase. FDOC made millions of dollars each year from the sale of such items to inmates.

Additionally, Crosby and FDOC sought to revamp the sale of foodstuffs and other items to individuals who visited inmates at FDOC visiting parks throughout the State of Florida. Historically, visitors could purchase foodstuffs and other items from visiting park canteens, which were similar in function to the institutional canteens described above. However, in recent years and prior to the fall of 2004, visitors could only purchase items from vending machines at FDOC visiting parks. These vending machines were owned and operated by private vendors.

In 2003, FDOC began to negotiate a contract to privatize FDOC's institutional canteens with Keefe Commissary Network ("Keefe Commissary") of St. Louis, Missouri, and two other private companies. After negotiating with each company, Crosby, on behalf of FDOC, entered into a written a contract ("the Contract") with representatives of Keefe Commissary in October 2003. According to the Contract, Keefe Commissary assumed responsibility for operating FDOC's institutional canteens, throughout the State of Florida. While the Contract originally provided that inmates could purchase

items from institutional canteens by using a "cashless" debit card-like system, a November 2004 amendment to the Contract allowed Keefe Commissary to operate separate visiting park canteens where FDOC visitors could purchase, apart from the vending machines described above, items with cash.

As part of the Contract, Keefe Commissary agreed to pay FDOC a certain fee per day per inmate, which was anticipated to provide FDOC in excess of \$20 million per year in revenues. According to the Contract, Keefe Commissary could not utilize any sub-contractor without prior approval of FDOC. Moreover, unless renewed by FDOC, the Contract and its amendments would expire in October 2006. As Secretary of FDOC, Crosby had the direct authority to enter into the Contract, to implement contractual amendments with Keefe Commissary and to renew the Contract with Keefe Commissary.

Crosby and Clark were acquaintances of an individual from the Gainesville, Florida area (the "Conspirator"), who had a preexisting business relationship with FDOC. In 2004, Crosby, Clark and the Conspirator agreed to introduce the Conspirator to representatives of Keefe Commissary for the purpose of encouraging Keefe Commissary to utilize the Conspirator with opening and operating visiting parks canteens. While Clark and Crosby were aware that Keefe Commissary was interested in opening up visiting park canteens, they also knew that Keefe Commissary did not want to collect and handle the cash generated by such canteens.

Crosby, Clark and the Conspirator had decided that if, based upon the recommendation and support of Crosby and Clark, Keefe Commissary utilized the Conspirator as a sub-contractor on the Contract, then the Conspirator would kickback to

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Clark and Crosby a portion of the proceeds made by the Conspirator. In an effort to encourage Keefe Commissary to open and operate the visiting park canteens with the Conspirator and to show their support for the Conspirator, Crosby and Clark would, in both personal and professional capacities, attend functions with the Conspirator and representatives of Keefe Commissary.

In the summer of 2004, Clark, Crosby, the Conspirator, representatives of Keefe Commissary and other individuals met at the Conspirator's vacation residence in Suwanee County, Florida. During this meeting, Crosby advised, in substance, Clark, the Conspirator and representatives of Keefe Commissary to meet and discuss the potential for Keefe Commissary to open and operate visiting park canteens outside of Crosby's presence. Crosby did this, in part and in substance, to encourage Keefe Commissary to open and operate FDOC visiting park canteens and to utilize the Conspirator as a sub-contractor. Crosby also did not attend this meeting so that it would appear that he was not involved in the negotiations between Keefe Commissary and the conspirator and that he did not assist the conspirator become Keefe Commissary's sub contractor. Clark agreed with this plan.

Clark, representatives of Keefe Commissary and the Conspirator then went into a separate room at the Conspirator's vacation residence. As mentioned above, one of Keefe Commissary's concerns relative to operating FDOC's visiting park canteens was that Keefe Commissary did not want to handle the cash generated by sales at the visiting park canteens. The Conspirator and Keefe Commissary agreed that the Conspirator would collect and handle the cash generated by the visiting park canteens. Representatives of Keefe Commissary advised the Conspirator that the Conspirator

could expect to make approximately \$1.5 million each year that the Conspirator assisted Keefe Commissary collect and handle the cash proceeds generated by Keefe Commissary's sales of foodstuffs and other items at FDOC visiting park canteens.

After this meeting, the Conspirator advised Clark that Clark and Crosby would receive a 40% kickback of the money that the Conspirator made working with Keefe Commissary at the visiting park canteens. Clark, in turn, told Crosby that they could expect to receive a 40% kickback from the Conspirator of the money that the Conspirator earned as a sub-contractor of Keefe Commissary.

Shortly thereafter, plans were made for Keefe Commissary to reopen FDOC visiting park canteens throughout the State of Florida. In August 2004, a company owned by the Conspirator was, at Crosby's direction, authorized by FDOC as an approved sub-contractor on the Contract. In addition, the Contract, at Crosby's direction, was amended in November 2004 and broadened Keefe Commissary's responsibilities to include its operation of visiting park canteens. To facilitate the Conspirator's work with Keefe Commissary and the visiting park canteens, FDOC personnel provide the Conspirator and individuals working with the Conspirator with identification badges that would allow access to, among other places, the New River Correctional Facility and the Florida State Prison in Starke, Florida. These actions were conducted, in part, to conceal and facilitate the kickback scheme.

Thereafter, Keefe Commissary reopened FDOC visiting park canteens throughout the State of Florida. The Conspirator and/or individuals working on the Conspirator's behalf began to travel to FDOC facilities throughout the State of Florida, which included facilities in the Middle District of Florida, on approximately a weekly

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basis and obtain the cash proceeds generated by Keefe Commissary's sales at FDOC visiting park canteens. These proceeds were then delivered to the Conspirator's place of business in Gainesville, Florida.

After these proceeds were collected, the Conspirator and/or others working with the Conspirator would then deliver cash kickbacks to Clark and/or others on approximately a monthly basis. The kickbacks were delivered to Clark and/or others in, among other places, Columbia County. Once Clark received a cash kickback, Clark would then deliver part of the kickback payment to Crosby. These kickback payments grew from approximately \$1,000.00 a month up to approximately \$12,000.00 a month. These kickback payments were made from approximately November 2004 through August 2005. As federal and state agents investigated the activities of current and former FDOC employees, Crosby asked the Conspirator to hold onto a portion of Crosby's kickback money until law enforcement's investigation subsided. Once Clark resigned as a FDOC Regional Director in August 2005, Crosby stopped receiving kickbacks payments from the Conspirator and told Clark that he could keep Crosby's portion of any continuing kickbacks. Clark continued to obtain money from the Conspirator and/or other individuals working with the Conspirator up until early 2006. The total amount of kickbacks paid by the Conspirator to Clark and Crosby during this scheme was approximately \$130,000.00.